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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

SONY CORPORATION,

Plaintiff,

v.

VIZIO, INC.,

Defendant.

CASE NO. CV 08-01135-RGK (FMOx)

DISCOVERY MATTER

**JOINT STIPULATION REGARDING
SONY CORPORATION'S MOTION
TO COMPEL A FURTHER
RESPONSE TO SONY'S
INTERROGATORY NOS. 11 AND 14**

Magistrate Judge: Hon. Fernando M. Olguin

Hearing: 10:00 a.m. on September 16,
2009, at 312 N. Spring St., 9th Floor,
Courtroom F

Discovery Cut-Off Date: November 1,
2009

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2010

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1 Pursuant to Fed. R. Civ. P. 37(a) and Local Rule 37-2.1, Plaintiff Sony
2 Corporation (“Sony”) and Defendant Vizio, Inc. (“Vizio”) submit the following
3 joint stipulation in connection with Sony Corporation’s Motion to Compel a Further
4 Response to Sony’s Interrogatory Nos. 11 and 14.¹ The parties have complied with
5 Local Rule 37-1.²

6
7 **I. INTRODUCTION**

8 **A. Sony’s Introductory Statement**

9 Sony’s Interrogatory Nos. 11 and 14 require Vizio to provide critical
10 information about the 157 Vizio televisions accused of infringing Sony’s patents.
11 Interrogatory No. 11, which is almost identical to an interrogatory that this Court
12 found was proper in *Sony v. Westinghouse*,³ requires Vizio to disclose which of its
13 televisions have certain specified features that are most relevant to Sony’s patents.

14 Interrogatory No. 14 requires Vizio to identify all digital television standards
15 with which each of the accused televisions comply. The interrogatory specifically
16 identifies four standards that are highly relevant to the patents-in-suit: the EIA-
17 708-B, CEA-708-B, and CEA-708-C closed captioning standards (relevant to
18 Sony’s U.S. Patent Nos. 5,583,577, 5,684,542, and 5,731,847); and the High-
19 Bandwidth Digital Content Protection System, revision 1.3 standard (“HDCP rev.
20 1.3”) (relevant to U.S. Patent Nos. RE38,055 and RE40,468). (*Infra* at 35.)

21
22 ¹ Pursuant to Local Rule 37-2.1, a copy of this Court’s order establishing the initial case
23 schedule is attached as Ex. 2 to the Declaration of Todd Kennedy.

24 ² As required by Local Rule 37-1, Sony stated its position regarding Interrogatory Nos. 11
25 and 14 in three letters, dated April 29, 2009, May 7, 2009, and June 12, 2009. (Kennedy Decl.
26 Exs. 3, 4, and 11.) The parties also met and conferred in person and in the presence of a court
27 reporter on two occasions, on May 11, 2009 and June 22, 2009. (Kennedy Decl. Exs. 5 and 6.)

28 ³ In that case, this Court ordered Westinghouse to answer the interrogatory after Sony filed a
motion to compel. (2/11/2009 Order, Case No. 2:08-cv-03934-RGK-FMO (Docket No. 57).)
This Court stated: “Indeed, Interrogatory No. 11 is an entirely proper discovery request under the
Federal Rules of Civil Procedure.” (*Id.* at 4.)

1 The importance and relevance of the information sought by these
2 interrogatories is not subject to legitimate dispute. Interrogatory No. 11 is relevant
3 because it will enable Sony to confirm that it is aware of all potentially infringing
4 Vizio televisions and be able to confirm which of the 157 Vizio televisions that
5 Sony has accused of infringement need to be examined with respect to the specific
6 infringement issues presented by each of the ten Sony patents-in-suit. For example,
7 Interrogatory No. 11 requests that Vizio identify which of its televisions have “the
8 capability to superimpose subtitles on another image or on a background.” Sony
9 will then be in a position to investigate each of the identified products with respect
10 to the asserted claims of the ‘847 patent, which are directed to a “subtitle processor
11 for processing subtitle data.”

12 Interrogatory No. 14 is also important to Sony’s case-in-chief because Vizio’s
13 compliance with digital television standards (including the four standards identified
14 in the interrogatory) bears on the issues of Vizio’s infringement of Sony’s patents.
15 For example, each claim of Sony’s ‘468 patent requires a television with “a
16 controller for executing an authentication procedure between said display apparatus
17 and said external device.” Vizio’s compliance with the HDCP Specification, rev.
18 1.3 is directly relevant to this claim element because the specification requires
19 compliant televisions to execute an “authentication protocol, through which the
20 HDCP Transmitter verifies that a given HDCP Receiver is licensed to receive
21 HDCP Content.” (Kennedy Decl. Ex. 7 at 8.)

22 Despite the obvious and undisputed relevance of the information sought by
23 Interrogatory Nos. 11 and 14, Vizio has provided virtually no responsive
24 information. Rather, Vizio has repeatedly informed Sony that it can find
25 responsive information in its “Attachment A,” which lists Vizio televisions and their
26 corresponding manuals. But neither Attachment A nor the manuals provide the
27 information sought by the interrogatories. Attachment A does not list any of the
28 features enumerated in Interrogatory No. 11, nor does it list any of the four

1 standards identified in Interrogatory No. 14. Although the manuals contain *some*
2 relevant information for *some* of Vizio's televisions, they simply do not provide the
3 important information required by the interrogatories. For example, although some
4 manuals contain pictures of transparent menus, many of the manuals do not contain
5 any such pictures (Kennedy Decl. ¶ 3), making it impossible to tell whether those
6 televisions have "menu displays capable of displaying in more than one level of
7 transparency," as required by Interrogatory No. 11. As for Interrogatory No. 14,
8 although some user manuals specify that some of Vizio's televisions comply with
9 the HDCP rev. 1.3 standard, the user manuals for most of the televisions do not
10 specify the revision number of the HDCP standard with which they comply.
11 (Kennedy Decl. ¶ 2.) Even more troubling, *none* of the manuals show whether the
12 television complies with the EIA-708-B, CEA-708-B, or CEA-708-C closed
13 captioning standards, as specifically required by Interrogatory No. 14.

14 Sony can no longer wait to obtain the information sought by these
15 interrogatories.⁴ At this point, Vizio continues to refuse to provide an adequate
16 response to Interrogatory No. 11 on the grounds that the interrogatory is vague and
17 ambiguous, and that the burden of answering "is exactly the same for Vizio as it is
18 for Sony." (Kennedy Decl. Ex. 6 at 17:9-10.) Vizio also continues to assert that it
19 cannot answer Interrogatory No. 14, on the grounds that the information requested
20 "is not within the knowledge of Vizio." (*Id.* at 28: 8)

21 There is no legitimate reason why Vizio and its engineers cannot provide the
22 basic, high-level information sought by these interrogatories. Despite Vizio's
23 assertions to the contrary, it would be far more burdensome to require Sony to
24 painstakingly examine each of Vizio's televisions than it would be to require Vizio
25

26
27 ⁴ Sony files this motion as a last resort, and only after having provided Vizio with numerous
28 opportunities to correct its deficient responses. Sony and Vizio have had three separate
(footnote continued)

1 to disclose the information sought. Given the fundamental importance of the
2 requested information to Sony's infringement case, and the lack of any legitimate
3 justification for Vizio's refusal to provide it, Sony respectfully requests that the
4 Court order Vizio to provide a full and complete response to Sony's Interrogatory
5 Nos. 11 and 14. In the event Vizio contends that it truly does not have the
6 information sought by these interrogatories, Vizio should not be permitted to take a
7 contrary position at trial or in opposition to a summary judgment motion.

8 **B. Vizio's Introductory Statement**

9 Sony is violating the rules by insisting on pursuing this motion to compel
10 despite the fact that Vizio has already agreed to provide *all* of the discovery that is
11 the subject of Sony's motion.⁵ In particular:

- 12 • Sony asks this Court to compel Vizio to promptly supplement its answer
13 to Sony Interrogatory No. 11 using a list or table format that addresses
14 each Vizio television separately, rather than relying upon Rule 33(d).
15 Vizio has agreed to supplement its response to Interrogatory No. 11, based
16 on Vizio's understanding of the features identified in this interrogatory in
17 the manner requested by Sony, by September 15, 2009.
- 18 • Sony asks this Court to compel Vizio to promptly supplement its answer
19 to Sony Interrogatory No. 14 using a list or table format that addresses
20 each Vizio television separately, rather than relying upon Rule 33(d).
21 Vizio has agreed to seek any responsive information that is in the
22 possession, custody and/or control of Vizio and its direct supplier
23 AmTRAN Technology Co., Ltd. ("AmTRAN") and provide a
24 supplemental response with any additional information it is able to obtain
25 either from Vizio's records or from AmTRAN by September 15, 2009.

26 Vizio advised Sony of its willingness to provide the foregoing discovery in a
27 letter dated August 21, 2009, in an effort to resolve the issues included in Sony's
28 motion to compel without burdening the Court. (Exh. A) In that letter, Vizio
asked Sony not to pursue its motion to compel based on Vizio's agreement to

conferences of counsel and Sony has carefully reviewed each of the supplemental productions on
which Vizio relied to support its Rule 33(d) response to this interrogatory.

1 provide all of the requested discovery to the best of its ability to do so. Vizio also
2 noted that Sony's proposed stipulation was improper because the parties had not
3 reached an impasse on the issues raised therein.

4 Notwithstanding Vizio's letter agreeing to provide the discovery and mooted
5 the issue, Sony has insisted on pursuing its unnecessary motion unless Vizio would
6 agree to an unreasonable discovery stipulation. (Exh. B) The stipulation proposed
7 by Sony contains some conditions that Vizio cannot meet and that far exceed
8 Vizio's obligations under the Local Rules and Federal Rules of Civil Procedure. In
9 addition, many of the provisions proposed by Sony in its stipulation go far beyond
10 the underlying Sony discovery requests or the relief requested by its motion to
11 compel.

12 For example, the stipulation would require Vizio to provide the
13 supplementations to its previous interrogatory responses *within one week*, even
14 though Sony waited almost two months to file a motion to compel Vizio to provide
15 this information. The parties completed a final meet and confer on these issues on
16 June 23, 2009. Sony waited nearly eight weeks to bring these issues to the attention
17 of the Court, and now insists that Vizio provide information concerning 11 features
18 for each of over 150 products within a matter of days. Sony cannot reasonably
19 expect Vizio to be able complete that task in the timeframe demanded by Sony. If
20 Sony needed this information so urgently, it should have sought Court intervention
21 much earlier.

22 Further, Sony's motion to compel does not even come close to requesting the
23 relief demanded in its proposed stipulation. Rather, it asks the Court to compel
24 "prompt" supplemental responses to Sony's interrogatories. Vizio has agreed to do
25 just that, committing to provide its supplementations by September 15, 2009.

26
27 ⁵ Vizio does not, by agreeing to provide this discovery, admit any of the assertions made in
28 Sony's portions of the Joint Stipulation.

1 Additionally, the proposed stipulation would require Vizio to set forth, under
2 oath, within one week of this joint stipulation, (1) the details of its efforts to obtain
3 the information from non-parties to this litigation and (2) provide an assurance that
4 no further information is available. (Exh. B) This provision, and many others, are
5 onerous, go far beyond any requirements in the Federal or Local Rules, are not part
6 of the relief requested in Sony's motion and reflect Sony's refusal to work in good
7 faith to efficiently resolve this dispute without Court intervention.

8 In short, Sony's motion should have never been filed, and Sony's refusal to
9 withdraw its motion is sanctionable. Sony's motion is a complete waste of this
10 Court's and the parties' precious time and resources. Vizio has committed to
11 provide all the discovery Sony has requested to the best of its ability to do so.
12 Accordingly, there is no reasonable basis for Sony's refusal to withdraw its motion
13 to compel. Sony's motion should be denied as moot.⁶

14
15 **II. DISPUTED INTERROGATORY NO. 11**

16 On March 23, 2009, Sony served its First Set of Interrogatories, which
17 included Interrogatory No. 11. Vizio served objections and responses to Sony's
18 First Set of Interrogatories on April 22, 2009. Vizio served its First Supplemental
19 Responses to Sony's First Set of Interrogatories on June 5, 2009.

20 Sony's Interrogatory No. 11, along with Vizio's original and supplemental
21 responses, are set forth as follows.

22
23 **SONY'S INTERROGATORY NO. 11:**

24 For each Vizio Product identified in response to Interrogatory No. 1,⁷ identify
25 which of the following product features it incorporates: menu displays capable of
26 _____

27 ⁶ Vizio expressly reserves the right to seek sanctions against Sony for maintaining this motion.

28 ⁷ Vizio's response to Sony's Interrogatory No. 1 identified a number of Vizio televisions.

1 displaying in more than one color or more than one brightness; menu displays
2 capable of displaying in more than one level of transparency; menu displays capable
3 of displaying a submenu or subordinate menu; the capability to superimpose
4 captions on another image or on a background; the capability to superimpose
5 subtitles on another image or on a background; the capability to securely transfer
6 video data between devices connected to a common bus; Dynamic Contrast⁸; a
7 Digital Visual Interface (“DVI”) or a High Definition Multimedia Interface
8 (“HDMI”); High-bandwidth Digital Content Protection (“HDCP”) functionality; and
9 the capability of selecting a major and minor channel number.

10
11 **VIZIO’S ORIGINAL RESPONSE TO INTERROGATORY NO. 11:**

12 In addition to and without limiting the foregoing General Objections, Vizio
13 objects to this Interrogatory as vague and ambiguous in that the listed “product
14 features” are unclear. For example, it is unclear whether “menu displays capable of
15 displaying in more than one level of transparency” is intended to mean that the level
16 of transparency of an entire menu can be changed over time, or whether different
17 parts of a menu at a given moment in time have different levels of transparency.
18 This ambiguity, and others, apply to many other listed “product features.” Vizio
19 further objects to this Interrogatory to the extent it calls for the disclosure of expert
20 opinion prior to the date such opinions are due pursuant to the Scheduling Order to
21 be entered by the Court. Vizio further objects to this Interrogatory as overly broad
22 and unduly burdensome in that it seeks information that is beyond the scope of this
23 litigation. This Interrogatory improperly seeks “product features” relating to every
24 product that Vizio has ever manufactured and sold in the United States regardless of
25

26 ⁸ “Dynamic Contrast” is defined in the interrogatories as “automatically adjusting the
27 contrast based on the picture brightness or luminance and/or dynamically enhancing the black and
28 white levels.” (Kennedy Decl. Ex. 1 at 8.)

1 whether Sony has ever made any allegation of infringement of those products or has
2 a reasonable basis for doing so. Vizio further objects to this Interrogatory on the
3 ground that it is compound and counts as multiple interrogatories rather than simply
4 one interrogatory. Vizio further objects to this Interrogatory to the extent it seeks
5 information that is solely within the possession of third parties that are not under the
6 control of Vizio.

7 Subject to and without waiving the foregoing General and Specific
8 Objections, Vizio responds that pursuant to Fed. R. Civ. P 33(d), information
9 responsive to this Interrogatory may be derived or ascertained from the documents
10 that will be produced by Vizio in response to Sony's first set of document requests.
11

12 **VIZIO'S SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:**

13 In addition to and without limiting the foregoing General Objections, Vizio
14 objects to this Interrogatory as vague and ambiguous in that the listed "product
15 features" are unclear. For example, it is unclear whether "menu displays capable of
16 displaying in more than one level of transparency" is intended to mean that the level
17 of transparency of an entire menu can be changed over time, or whether different
18 parts of a menu at a given moment in time have different levels of transparency.
19 This ambiguity, and others, apply to many other listed "product features." Vizio
20 further objects to this Interrogatory to the extent it calls for the disclosure of expert
21 opinion prior to the date such opinions are due pursuant to the Scheduling Order to
22 be entered by the Court. Vizio further objects to this Interrogatory as overly broad
23 and unduly burdensome in that it seeks information that is beyond the scope of this
24 litigation. This Interrogatory improperly seeks "product features" relating to every
25 product that Vizio has ever manufactured and sold in the United States regardless of
26 whether Sony has ever made any allegation of infringement of those products or has
27 a reasonable basis for doing so. Vizio further objects to this Interrogatory on the
28 ground that it is compound and counts as multiple interrogatories rather than simply

1 one interrogatory. Vizio further objects to this Interrogatory to the extent it seeks
2 information that is solely within the possession of third parties that are not under the
3 control of Vizio.

4 Subject to and without waiving the foregoing General and Specific
5 Objections, Vizio further responds as follows: See revised Attachment A, which
6 identifies documents with responsive information.

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ATTACHMENT A (REVISION 2)

Item No.	Prefix	Series	Model Name	Version	Suffix	Revision	Type	Original Design Manufacturer	Supplier	Description	Integrated Circuit(s)	Production No. (V00000____) UM = User Manual SM = Service Manual
1	VIZIO	GV	42L		HDTV		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	42-in 16:9 LCD HDTV, 1366x768 Panel	MT8202 (Scalar) MT5351 (MPEG II) MT5112 (Demod)	UM: 00151-00227 SM: 08989-09095; 09707-09975
2	VIZIO	GV	42L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5373 (Scalar & MPEG II) MT5112 (Demod)	UM: 00228-00306; 07489-07567
3	VIZIO	GV	46L		HDTV		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	46-in 16:9 LCD HDTV, 1366x768 Panel	Genesis Cortez & Hudson (Scalars) MT5351 (MPEG II) MT5112 (Demod)	UM: 00392-00471 SM: 08192-08430
4	VIZIO	GV	46L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	46-in 16:9 LCD HDTV, 1366x768 Panel	Genesis Cortez & Hudson (Scalars) MT5351 (MPEG II) MT5112 (Demod)	SM: 08192-08430
5	VIZIO	GV	46L		FHDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	46-in 16:9 LCD HDTV, 1920x1080 Panel	MT5373 (Scalar & MPEG II) MT5112 (Demod)	UM: 00307-00391
6	VIZIO	GV	47L		FHDTV		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT8206 (Scalar) MT5351 (MPEG II) MT5112 (Demod)	UM: 00472-00546 SM: 08431-08637
7	VIZIO	GV	47L		FHDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5373 (Scalar & MPEG II) MT5112 (Demod)	UM: 07568-07645; 27376-27453
8	VIZIO	GV	52L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	52-in 16:9 LCD HDTV, 1920x1080 Panel	MT5373 (Scalar & MPEG II) MT5112 (Demod)	UM: 00547-00626; 00627-00706 SM: 08638-08736
9	VIZIO	HDX	20L			20L	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	20-in 4:3 LCD TV, 800x600 Panel		UM: 00707-00747; 07951-07991
10	VIZIO	JV	50P		HDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	50-in 16:9 HDTV, 1366x768 Panel	MT5372 (Scalar & MPEG II) MT5112 (Demod)	UM: 00748-00818 SM: 09976-10179
11	VIZIO	L	13				LCD	JEAN Co. Ltd.	JEAN Co. Ltd.	13-in 4:3 LCD TV, 640x480 Panel		

Item No.	Prefix	Series	Model Name	Version	Suffix	Revision	Type	Original Design Manufacturer	Supplier	Description	Integrated Circuit(s)	Production No. (V00000____) UM = User Manual SM = Service Manual
12	VIZIO	L	13		e		LCD	JEAN Co. Ltd.	JEAN Co. Ltd.	13-in 4:3 LCD TV, 640x480 Panel		UM: 00819-00847
13	VIZIO	L	13		TV	J10	LCD	JEAN Co. Ltd.	JEAN Co. Ltd.	13-in 4:3 LCD TV, 640x480 Panel		
14	VIZIO	L	15				LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	15-in 4:3 LCD TV, 1024x768 Panel	Zipro_t0947 (Scalar)	UM: 00848-00877 SM: 10180-10276
15	VIZIO	L	20				LCD	Delta Electronics, Inc.	Delta Electronics, Inc.	20-in 4:3 LCD TV, 640x480 Panel		UM: 00878-00914
16	VIZIO	L	30				LCD	Delta Electronics, Inc.	Delta Electronics, Inc.	30-in 16:9 LCD TV 1280x768 Panel	Oplus (Scalar)	UM: 00915-00958
17	VIZIO	L	30		e		LCD	Delta Electronics, Inc.	Delta Electronics, Inc.	30-in 16:9 LCD TV, 1280x768 Panel	Genesis (Scalar)	UM: 00959-01005
18	VIZIO	L	30		WGU		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	30-in 15:9 LCD TV, 1280x768 Panel	pw166B (Scalar)	SM: 10277-10464
19	VIZIO	L	30		WGUE		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	30-in 15:9 LCD TV, 1280x768 Panel		UM: 01006-01051
20	VIZIO	L	32				LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	32-in 16:9 LCD TV, 1366x768 Panel		UM: 01052-01096 SM: 09404-09533
21	VIZIO	L	32		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	32-in 16:9 LCD TV, 1366x768 Panel	MTK8205 (Scalar) MT5351 (MPEG II) MT5111 (Demod)	UM: 01097-01175; 01255-01333; 0764607724 SM: 08854-08988
22	VIZIO	L	32		HDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5372 (Scalar & MPEG II) MT5112 (Demod)	
23	VIZIO	L	42		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	32-in 16:9 LCD TV, 1366x768 Panel	MT8202 (Scalar) MT5351 (MPEG II) MT5112 (Demod)	UM: 01413-01487 SM: 08989-09095; 09707-09975
24	VIZIO	L	6				LCD	Delta Electronics, Inc.	Delta Electronics, Inc.	20-in 4:3 LCD TV, 640x480 Panel		UM: 01488-01531

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Item No.	Prefix	Series	Model Name	Version	Suffix	Revision	Type	Original Design Manufacturer	Supplier	Description	Integrated Circuit(s)	Production No. (V00000____) UM = User Manual SM = Service Manual
25	VIZIO	L	37		HDTV		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	37-in 16:9 LCD TV, 1366x768 Panel	MT8205 (Scalar) MT5351 (MPEG II) MT5111 (Demod)	UM: 01176-01254; 01334-01412; 0772507803 SM: 10465-10787
26	VIZIO	L	37		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	37-in 16:9 LCD TV, 1366x768 Panel	MT8205 (Scalar) MT5351 (MPEG II) MT5112 (Demod)	
27	VIZIO	P	1				Plasma	Albatron Technology Co., Ltd.	Albatron Technology Co., Ltd.	32-in 16:9 Plasma, 1024 x 1024 Panel		
28	VIZIO	P	4				Plasma	JEAN Co. Ltd.	JEAN Co. Ltd.	46-in 16:9 Plasma, 852x480 Panel	PW 171-20U (Scalar)	UM: 01532-01582
29	VIZIO	P	42				Plasma	Delta Electronics, Inc.	Delta Electronics, Inc.	42-in 16:9 Plasma, 852x480 Panel	Oplus (Scalar)	
30	VIZIO	P	42		HD		Plasma	Delta Electronics, Inc.	Delta Electronics, Inc.	42-in 16:9 Plasma, 1024x768 Panel	Oplus (Scalar)	UM: 01627-01698; 01699-01769; 0780407874; 27454-27524
31	VIZIO	P	42		e		Plasma	Delta Electronics, Inc.	Delta Electronics, Inc.	42-in 16:9 Plasma, 852x480 Panel	Oplus (Scalar)	
32	VIZIO	P	42		eA		Plasma	Delta Electronics, Inc.	Delta Electronics, Inc.	42-in 16:9 Plasma, 852x480 Panel	Oplus (Scalar)	
33	VIZIO	P	42		Hde		Plasma	Delta Electronics, Inc.	Delta Electronics, Inc.	42-in 16:9 Plasma, 1024x768 Panel	Oplus (Scalar)	
34	VIZIO	P	42		EDM		Plasma	Delta Electronics, Inc.	Delta Electronics, Inc.	42-in 16:9 Plasma, 852x480 Panel	Oplus (Scalar)	
35	VIZIO	P	42		HDeA		Plasma	Delta Electronics, Inc.	Delta Electronics, Inc.	42-in 16:9 Plasma, 1024x768 Panel	Oplus (Scalar)	
36	VIZIO	P	42		HDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	42-in 16:9 Plasma, 1024x768 Panel	MT8202 (Scalar) MT5351 (MPEG II) MT5112 (Demod)	SM: 10788-11006

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37	VIZIO	P	46				Plasma	JEAN Co. Ltd.	JEAN Co. Ltd.	46-in 16:9 Plasma, 852x480 Panel	PW 171-20U (Scalar)	UM: 01770-01819
38	VIZIO	P	50		HDM		Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	50-in 16:9 Plasma, 1366x768 panel	Genesis Cortez (Scalar) MT5351 (MPEG II) MT5112 (Demod)	UM: 01820-01867
39	VIZIO	P	50		HDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	50-in 16:9 Plasma, 1366x768 Panel	Genesis Cortez (Scalar) MT5351 (MPEG II) MT5112 (Demod)	UM: 01868-01943; 01944-02019; 0799208067, 07875-07950
40	VIZIO	P	50		HDTV	20A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	50-in 16:9 HDTV, 1366x768 Panel	MT5372 (Scalar, MPEG II) MT5112 (Demod)	UM: 02020-02097
41	VIZIO	RP	56		e		DLP	Delta Electronics, Inc.	Delta Electronics, Inc.	56-in 16:9 DLP RPTV	Genesis Malibu (Scalar)	
42	VIZIO	RP	56				DLP	Delta Electronics, Inc.	Delta Electronics, Inc.	56-in 16:9 DLP RPTV	Genesis Malibu (Scalar)	UM: 02098-02154
43	VIZIO	SV	32	0	XVT		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1920x1080 Panel	MT5392 (Scalar, MPEG II, Demod & MEMC)	
44	VIZIO	SV	37	0	XVT		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1920x1080 Panel	MT5392 (Scalar, MPEG II, Demod & MEMC)	
45	VIZIO	SV	42	0	M		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5392 (Scalar, MPEG II, Demod & MEMC)	
46	VIZIO	SV	42	0	XVT	1A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382P (Scalar, MPEG II & Demod) 8280 (MEMC)	UM: 02155-02258 SM: 09096-09250
47	VIZIO	SV	42	1	XVT		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5392 (Scalar, MPEG II, Demod & MEMC)	
48	VIZIO	SV	47	0	XVT	1A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382P (Scalar, MPEG II & Demod) 8280 (MEMC)	UM: 02259-02362 SM: 09251-09403
49	VIZIO	SV	47	0	M		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5392 (Scalar, MPEG II, Demod & MEMC)	

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50	VIZIO	SV	47	1	XVT		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5392 (Scalar, MPEG II, Demod & MEMC)	
51	VIZIO	VA	190		E		LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	19-in 16:9 LCD HDTV, 1366x768 Panel	MT5380C (Scalar, MPEG II & Demod)	
52	VIZIO	VA	190		E	-W	LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	19-in 16:9 LCD HDTV, 1366x768	MT5380C (Scalar, MPEG II & Demod)	
53	VIZIO	VA	19L		HDTV	10T	LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	19-in 16:9 LCD HDTV, 1366x768 Panel	MT5380C (Scalar, MPEG II & Demod)	UM: 02363-02414; 08068-08119; 2752527576
54	VIZIO	VA	22	0	M		LCD	Top Victory Investments Ltd.	Envision Peripheral Inc	22-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod)	
55	VIZIO	VA	22	0	E		LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	22-in 16:9 LCD HDTV, 1366x768 Panel	MT5380C (Scalar, MPEG II & Demod)	UM: 02415-02466
56	VIZIO	VA	22L		FHDTV	10T	LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	22-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380C (Scalar, MPEG II & Demod)	UM: 02467-02518
57	VIZIO	VA	26	0	E		LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	26-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	
58	VIZIO	VA	26L		HDTV	10T	LCD	Top Victory Investments Ltd.	Top Victory Investments Ltd. and Envision Peripherals, Inc.	26-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 02519-02588
59	VIZIO	VA	32	0	E		LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 02589-02634
60	VIZIO	VA	32	0	M		LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	32-in 16:9 LCD HDTV, 1920x1080 Panel	AMD X243 (Scalar, MPEG II & Demod)	
61	VIZIO	VA	42	0	E		LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	AMD X243 (Scalar, MPEG II & Demod)	

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62	VIZIO	VECO	32	0	L	1A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 02635-02680 SM: 09404-09533
63	VIZIO	VF	55	0	M		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	55-in 16:9 LCD HDTV, 1920x1080 Panel	MT5392 (Scalar, MPEG II, Demod & MEMC)	UM: 02681-02737
64	VIZIO	VF	55	0	XVT	1A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	55-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382P (Scalar, MPEG II & Demod) 8280 (MEMC)	UM: 02738-02838
65	VIZIO	VF	55	1	XVT		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	55-in 16:9 LCD HDTV, 1920x1080 Panel	MT5392 (Scalar, MPEG II, Demod & MEMC)	
66	VIZIO	VGM	26		F	1I	LCD	InnoLux Display Corporation	InnoLux Display Corporation	25.5-in 16:10 LCD TV, 1920x1200 Panel	AMD X243 (Scalar, MPEG II & Demod)	
67	VIZIO	VL	26	0	M		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	26-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod)	
68	VIZIO	VL	32	0	M		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod)	
69	VIZIO	VL	37	0	M		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod)	
70	VIZIO	VL	42	0	M		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5392 (Scalar, MPEG II, Demod & MEMC)	
71	VIZIO	VL	47	0	M		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5392 (Scalar, MPEG II, Demod & MEMC)	
72	VIZIO	VM	60P		HDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	60-in 16:9 HDTV, 1366x768 Panel	Genesis Cortez (Scalar) MT5351 (MPEG II) MT5112 (Demod)	UM: 02839-02913
73	VIZIO	VMM	26		F	20I	LCD	InnoLux Display Corporation	InnoLux Display Corporation	25.5-in 16:10 LCD Monitor, 1920x1200	REALTEK RTD2589TD (Scalar)	

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74	VIZIO	VO	22L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	22-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 02914-02985 SM: 14390-14517
75	VIZIO	VO	22L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	22-in 16:10 HDTV, 1680x1050 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 03060-03132 SM: 14518-14663
76	VIZIO	VO	32	0	E		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	
77	VIZIO	VO	32L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5381P (Scalar, MPEG II & Demod)	UM: 03211-03286; 07413-07488 SM: 14664-14826
78	VIZIO	VO	32L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382P (Scalar, MPEG II & Demod)	
79	VIZIO	VO	37	0	M		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod)	
80	VIZIO	VO	37L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382P (Scalar, MPEG II & Demod)	UM: 03365-03444
81	VIZIO	VO	37L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1366x768 Panel	MT5381P (Scalar, MPEG II & Demod)	SM: 14827-14981
82	VIZIO	VO	37L		FHDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1920x1080 Panel	MT5381 (Scalar, MPEG II & Demod)	
83	VIZIO	VO	40L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	40-in 16:9 LCD HDTV, 1366x768 Panel	MT5381 (Scalar, MPEG II & Demod)	
84	VIZIO	VO	40L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	40-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382 (Scalar, MPEG II & Demod)	
85	VIZIO	VO	42	0	E		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod)	

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86	VIZIO	VO	42L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382P (Scalar, MPEG II & Demod)	UM: 02986-03059 SM: 14982-15115
87	VIZIO	VO	47	0	E		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod)	
88	VIZIO	VO	47L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5373 (Scalar & MPEG II) & MT5112 (Demod) MT5382P (Scalar, MPEG II & Demod) MT5382 (Scalar, MPEG II & Demod)	UM: 03445-03520 SM: 15116-15311
89	VIZIO	VO	47L		120F	1A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382P (Scalar, MPEG II & Demod) & 8280 (MEMC)	
90	VIZIO	VO	47L		FHDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382P (Scalar, MPEG II & Demod)	UM: 03521-03618 SM: 15312-15435
91	VIZIO	VO	47L		FHDTV	30A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382P (Scalar, MPEG II & Demod)	UM: 03619-03718
92	VIZIO	VOJ	32	0	F	1A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod) MT5382P (Scalar, MPEG II & Demod) MT5381ATR (Scalar, MPEG II & Demod)	UM: 03133-03210 SM: 15436-15554
93	VIZIO	VOJ	37	0	F	1A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1920x1080, Panel	MT5380 (Scalar, MPEG II & Demod) MT5381 (Scalar, MPEG II & Demod) MT5382P (Scalar, MPEG II & Demod)	UM: 03287-03364 SM: 15555-15673
94	VIZIO	VP	322		HDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 HDTV, 1024x720 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 03719-03787 SM: 15674-15793
95	VIZIO	VP	42		HDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	42-in 16:9 HDTV, 1366x768 Panel	MT8202 (Scalar) MT5351 (MPEG II) MT5112 (Demod)	UM: 03788-03860; 03861-03933; 0393404006 SM: 15794-15998

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96	VIZIO	VP	42		HDTV	20A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	42-in 16:9 HDTV, 1366x768 Panel	MT5372 (Scalar & MPEG II) MT5112 (Demod)	UM: 04007-04063 SM: 16246-16362
97	VIZIO	VP	422		HDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 HDTV, 1024x768 Panel	MT5381 (Scalar, MPEG II & Demod)	UM: 04064-04134 SM: 15999-16124
98	VIZIO	VP	423		HDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 HDTV, 1024x768 Panel	MT5381P (Scalar, MPEG II & Demod)	UM: 04135-04214 SM: 16125-16245
99	VIZIO	VP	50		HDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	50-in 16:9 HDTV, 1366x768 Panel	Genesis CORTEZ (Scalar) MT5351 (MPEG II) MT5112 (Demod)	UM: 04636-04709; 04710-04782 SM: 16856-17037
100	VIZIO	VP	50		HDTV	20A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	50-in 16:9 HDTV, 1366x768 Panel	MT5372 (Scalar & MPEG II) MT5112 (Demod)	UM: 04215-04291
101	VIZIO	VP	503		HDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	50-in 16:9 HDTV, 1365x768 Panel	MT5381P (Scalar, MPEG II & Demod)	UM: 04292-04371 SM: 16363-16501
102	VIZIO	VP	504		FHDTV	10A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	50-in 16:9 HDTV, 1920x1080 Panel	MT5382P (Scalar, MPEG II & Demod)	UM: 04372-04449 SM: 16502-16645
103	VIZIO	VP	505		XVT	1A	Plasma	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	50-in 16:9 HDTV, 1920x1080 Panel	Silicon Optix Reon (Scalar) MT5351 (MPEG II) MT5112 (Demod)	UM: 04450-04542; 04543-04635 SM: 16646-16855
104	VIZIO	VS	37	0	E		LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	37-in 16:9 LCD HDTV, 1366x768 Panel	Zoran 770 (Scalar)	
105	VIZIO	VS	420L		F	1A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 04783-04852
106	VIZIO	VS	42L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5373 (Scalar & MPEG II) MT5112 (Demod)	UM: 04853-04913
107	VIZIO	VT	42	0	M		LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	AMD X243 (Scalar, MPEG II & Demod)	

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108	VIZIO	VT	47	0	M		LCD	Top Victory Investments Ltd.	Envision Peripherals, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	AMD X243 (Scalar, MPEG II & Demod)	
109	VIZIO	VU	32L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382 (Scalar, MPEG II & Demod)	
110	VIZIO	VU	32L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5381 (Scalar, MPEG II & Demod)	UM: 04914-04987 SM: 11007-11136
111	VIZIO	VU	37L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382 (Scalar, MPEG II & Demod)	
112	VIZIO	VU	37L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1366x768 Panel	MT5381 (Scalar, MPEG II & Demod)	UM: 04988-05061; 07339-07412 SM: 11137-11262
113	VIZIO	VU	42L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1366x768 Panel	MT5381 (Scalar, MPEG II & Demod)	
114	VIZIO	VU	42L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5373 (Scalar & MPEG II)	UM: 05062-05141 SM: 11263-11414; 17176-17355
115	VIZIO	VW	19L		HDTV	10F	LCD	Hon Hai Precision Industry Co. Ltd.	Hon Hai Precision Industry Co. Ltd.	19-in 16:10 HDTV, 1440x900 Panel	MT5380 (Scalar, MPEG II & Demod)	
116	VIZIO	VW	22L		HDTV	10T	LCD	Top Victory Investments Ltd.	Top Victory Investments Ltd. and Envision Peripherals, Inc.	22-in 16:10 HDTV, 1650x1080 Panel	Zoran 770 (Scalar)	UM: 27579-27622 SM: 05142-5213; 08120-08191
117	VIZIO	VW	26L		HDTV	10F	LCD	Hon Hai Precision Industry Co. Ltd.	Hon Hai Precision Industry Co. Ltd.	26-in 16:9 LCD HDTV, 1366x768 Panel	MT5371 (Scalar & MPEG II) MT5112 (Demod)	UM: 05214-05268
118	VIZIO	VW	26L		HDTV	20F	LCD	Hon Hai Precision Industry Co. Ltd.	Hon Hai Precision Industry Co. Ltd.	26-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 05269-05332
119	VIZIO	VW	32L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5371 (Scalar & MPEG II) MT5112 (Demod)	UM: 05333-05385 SM: 11415-11581

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120	VIZIO	VW	32L		HDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1366x768, Panel	MT5381 (Scalar, MPEG II & Demod)	UM: 05386-05445; 05456-05525
121	VIZIO	VW	32L		HDTV	30A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 05526-05596
122	VIZIO	VW	32L		HDTV	40A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 05597-05672
123	VIZIO	VW	37L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	37-in 16:9 LCD HDTV, 1366x768 Panel	MT5371 (Scalar & MPEG II) MT5112 (Demod)	UM: 05673-05725; 05726-05778 SM: 11582-11746
124	VIZIO	VW	37L		HDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1366x768 Panel	MT5381 (Scalar, MPEG II & Demod)	UM: 05779-05848; 05849-05918 SM: 12803-13082
125	VIZIO	VW	37L		HDTV	30A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 05919-05989; 05990-06062
126	VIZIO	VW	37L		HDTV	40A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1366x768, Panel	MT5380 (Scalar, MPEG II & Demod)	
127	VIZIO	VW	42L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382 (Scalar, MPEG II & Demod) MT5380 (Scalar, MPEG II & Demod)	UM: 06063-06135 SM: 17038-17175
128	VIZIO	VW	42L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	42-in 16:9 LCD HDTV, 1366x768 Panel	MT5372 (Scalar & MPEG II) MT5112 (Demod)	UM: 06136-06192 SM: 13083-13261
129	VIZIO	VW	46L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	46-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382 (Scalar, MPEG II & Demod)	UM: 06193-06262 SM: 13262-13410
130	VIZIO	VW	46L		FHDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	46-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod) MT5382 (Scalar, MPEG II & Demod)	UM: 06263-06332

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Item No.	Prefix	Series	Model Name	Version	Suffix	Revision	Type	Original Design Manufacturer	Supplier	Description	Integrated Circuit(s)	Production No. (V00000____) UM = User Manual SM = Service Manual
131	VIZIO	VW	47L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	47-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382 (Scalar, MPEG II & Demod)	SM: 13411-13563
132	VIZIO	VX	20	0	E		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	20-in 16:9 LCD HDTV, 1600x900 Panel	MT5380 (Scalar, MPEG II & Demod)	
133	VIZIO	VX	20L		HDTV		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd.	20-in 16:9 LCD HDTV, 1366x768 Panel	MT5372 (Scalar & MPEG II) MT5112 (Demod)	UM: 06333-06399; 06400-06466 SM: 11747-11893
134	VIZIO	VX	20L		HDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	20-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 06467-06535
135	VIZIO	VX	24	0	M		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	24-in 16:9 LCD HDTV, 1920x1080 Panel	MT5380 (Scalar, MPEG II & Demod)	
136	VIZIO	VX	32L		HDTV		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5372 (Scalar & MPEG II) MT5112 (Demod)	UM: 06536-06602 SM: 11894-12049
137	VIZIO	VX	32L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5371 (Scalar & MPEG II) MT5112 (Demod)	UM: 06603-06658 SM: 13564-13744; 13745-13907; 1390814067
138	VIZIO	VX	32L		HDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	32-in 16:9 LCD HDTV, 1366x768 Panel	MT5381 (Scalar, MPEG II & Demod)	UM: 06659-06729 SM: 12050-12200
139	VIZIO	VX	37L		HDTV		LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1366x768 Panel	MT5372 (Scalar & MPEG II) & MT5112 (Demod) MT8202 (Scalar), MT5351 (MPEG II) & MT5112 (Demod)	UM: 06858-06933 SM: 12201-12402
140	VIZIO	VX	37L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1366x768 Panel	MT5372 (Scalar & MPEG II) MT5112 (Demod)	UM: 06730-06786 SM: 12403-12579

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Item No.	Prefix	Series	Model Name	Version	Suffix	Revision	Type	Original Design Manufacturer	Supplier	Description	Integrated Circuit(s)	Production No. (V00000____) UM = User Manual SM = Service Manual
141	VIZIO	VX	37L		HDTV	20A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	37-in 16:9 LCD HDTV, 1366x768 Panel	MT5381 (Scalar, MPEG II & Demod)	UM: 06787-06857 SM: 14068-14210
142	VIZIO	VX	40L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	40-in 16:9 LCD HDTV, 1366x768 Panel	MT5381 (Scalar, MPEG II & Demod)	
143	VIZIO	VX	40L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	40-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382 (Scalar, MPEG II & Demod)	
144	VIZIO	VX	42L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	42-in 16:9 LCD HDTV, 1366x768 Panel	MT5372 (Scalar & MPEG II) MT5112 (Demod)	UM: 06934-06990 SM: 14211-14389
145	VIZIO	VX	46L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Logistics, Inc.	46-in 16:9 LCD HDTV, 1920x1080 Panel	MT5382 (Scalar, MPEG II & Demod)	UM: 06991-07061
146	VIZIO	VX	52L		FHDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc.	52-in 16:9 LCD HDTV, 1920x1080 Panel	MT5373 (Scalar & MPEG II) MT5112 (Demod)	UM: 07062-07140
147	VIZIO	VXW	20L		HDTV	10A	LCD	AmTRAN Technology Co. Ltd.	AmTRAN Technology Co. Ltd. and AmTRAN Logistics, Inc., Inc	20-in 16:9 LCD HDTV, 1366x768 Panel	MT5380 (Scalar, MPEG II & Demod)	UM: 07141-07209

1 **A. Sony's Position Regarding Interrogatory No. 11**

2 Interrogatory No. 11 is straightforward and requests information readily
3 available to Vizio regarding specific features of its televisions most relevant to
4 Sony's patents. These features are:

5 (a) menu displays capable of displaying in more than one color or more than
6 one brightness;

7 (b) menu displays capable of displaying in more than one level of
8 transparency;

9 (c) menu displays capable of displaying a submenu or subordinate menu;

10 (d) the capability to superimpose captions on another image or on a
11 background;

12 (e) the capability to superimpose subtitles on another image or on a
13 background;

14 (f) the capability to securely transfer video data between devices connected to
15 a common bus;

16 (g) Dynamic Contrast;

17 (h) a Digital Visual Interface ("DVI") or a High Definition Multimedia
18 Interface ("HDMI");

19 (i) High-bandwidth Digital Content Protection ("HDCP") functionality; and

20 (j) the capability of selecting a major and minor channel number.

21 (*Infra* at 6.)

22 Although Vizio is well aware that this Court in *Sony v. Westinghouse* ordered
23 Westinghouse to respond to a nearly identical interrogatory, Vizio nevertheless
24 refuses to answer it. Instead, Vizio refers Sony to thousands of pages of television
25 manuals that do not contain the information required.

26 In an effort to avoid responding to Interrogatory No. 11, Vizio has asserted
27 that some of the terms in the interrogatory are vague and ambiguous. Vizio,
28 however, knows exactly what the terms mean. Moreover, even if Vizio were truly

1 concerned about any potential ambiguity in the features set forth in this
2 interrogatory, such concerns do not justify Vizio's wholesale refusal to provide any
3 responsive information. *See Brown v. Castillo*, No. CV-F-02-6018-AWI, 2006 WL
4 1408444, *1-2 (E.D. Cal. May 22, 2006) ("If necessary, the responding party may
5 provide definitions in order to clarify their answers. However, objections to
6 interrogatories as vague and ambiguous, with no response, will rarely be upheld.");
7 *see also Pulsecard, Inc. v. Discover Card Services, Inc.*, 168 F.R.D. 295, 310 (D.
8 Kan. 1996) ("Respondents should exercise reason and common sense to attribute
9 ordinary definitions to terms and phrases utilized in interrogatories. To clarify their
10 answers, respondents may include any necessary, reasonable definition of such
11 terms or phrases.")

12 **1. This Court Has Already Held The Information Sought By**
13 **Interrogatory No. 11 To Be Relevant and Proper Under the**
14 **Federal Rules.**

15 In *Sony Corp. v. Westinghouse Digital Elecs., LLC*, 2:08-cv-03934-RGK-
16 FMO (C.D. Cal.), Sony propounded an Interrogatory No. 11 that is virtually
17 identical to the Interrogatory No. 11 at issue here. The interrogatory in
18 *Westinghouse* stated as follows:

19 Separately identify by model number the Accused
20 Products that incorporate one or more of the following
21 product features: menu displays capable of displaying in
22 more than one color or more than one brightness; menu
23 displays capable of displaying in more than one level of
24 transparency; menu displays capable of displaying a
25 submenu; the capability to superimpose captions on
26 another image; and the capability to securely transfer
27 video data between devices connected to a common bus.
28 A proper response must parse the Accused Products in a
manner that demonstrates which of the above identified
product features are incorporated into each Accused
Product (e.g., by providing separate lists for each product
feature).

(Case No. 2:08-cv-03934-RGK-FMO (Docket No. 41 at 7-8).) After *Westinghouse*
failed to properly respond to this interrogatory, Sony filed a motion to compel.
This Court ordered *Westinghouse* to respond. (2/11/2009 Order, Case No. 2:08-cv-

1 03934-RGK-FMO (Docket No. 57).) This Court stated: “Indeed, Interrogatory
2 No. 11 is an entirely proper discovery request under the Federal Rules of Civil
3 Procedure.” (*Id.* at 4.)

4 Similarly, Sony’s Interrogatory No. 11 in the present case is proper as it seeks
5 information regarding the specific features of Vizio’s televisions at issue in this
6 litigation. See Docket No. 86 at 1-2 (“Relevancy is broadly construed, and a
7 request for discovery should be considered relevant if there is any possibility that
8 the information sought may be relevant to the claim or defense of any party.”
9 (quoting *McCormick v. City of Lawrence*, 2005 WL 1606595, at *5 (D. Kan.
10 2005))).

11 When Vizio failed to respond fully to Interrogatory No. 11, Sony informed
12 Vizio of this Court’s *Westinghouse* order in a letter dated April 29, 2009.
13 (Kennedy Decl. Ex. 3 at 4.) Sony also attached a copy of this Court’s order to the
14 letter. (*Id.*) Vizio, however, chose to ignore this Court’s order, and responded in a
15 letter dated May 6, 2009 that Interrogatory No. 11 “is improperly asking Vizio to do
16 Sony’s analytical work.” (Kennedy Decl. Ex. 8 at 5.) Vizio further stated that it
17 would rely on documents with responsive information, and that “[t]he burden of
18 ascertaining this information from the documents that Vizio plans to rely on is
19 substantially the same for Sony as it is for Vizio.” (*Id.*) Given this Court’s April
20 29, 2009 order, Vizio’s attempts to argue that Sony’s Interrogatory No. 11 is
21 improper should be rejected.

22 **2. Vizio’s Attachment A and the Documents Cited Therein Do**
23 **Not Provide The Information Sought By Interrogatory**
No. 11

24 Vizio’s response to Interrogatory No. 11 relies completely on Attachment A.
25 Attachment A, however, does not address any of the features specified in
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1 Interrogatory No. 11. Rather, Attachment A merely cites manuals for 94 of the
2 157⁹ accused televisions.

3 As an initial matter, Attachment A does not identify *any* manuals for 63 of
4 Vizio's accused televisions. (*See supra* at 10-22) Furthermore, Attachment A
5 does not identify service manuals for approximately two-thirds of the Accused
6 Products. (*Id.*) Vizio cannot possibly contend that it has answered Interrogatory
7 No. 11 with respect to any of those products.

8 As for the remaining 94 televisions, the manuals Vizio cites do not show
9 whether each of the ten features specified in the interrogatory are incorporated into
10 the those televisions. For example, the manuals for Vizio's VW22L HDTV10T
11 television, which is currently a best-selling product, do not show whether the menu
12 display is "capable of displaying in more than one level of transparency," as
13 required by Interrogatory No. 11. (Kennedy Decl. Exs. 9 at 26-34, 19 at 7-12.) In
14 fact, neither the screenshots nor the text in the manuals shows whether any of the
15 menus are transparent at all, let alone whether any of the menus are capable of
16 displaying in more than one level of transparency.

17 Similarly, the manuals for the VW22L HDTV10T do not show whether the
18 television incorporates "Dynamic Contrast," which is defined by the interrogatories
19 to mean "automatically adjusting the contrast based on the picture brightness or
20 luminance and/or dynamically enhancing the black and white levels." While
21 Vizio's manuals indicate that the user can press a button to *manually* adjust the
22 contrast of the television, (Kennedy Decl. Exs. 9 at 30, 19 at 7-8), this information
23 alone does not show whether the television can "*automatically*" adjust the contrast
24 level "based on the picture brightness or luminance," as specifically required by the
25 interrogatory.

26
27 ⁹ While Vizio's Attachment A lists 147 accused products, Sony has informed Vizio of
28 additional products accused of infringement.

1 Sony has made a prima facie showing that Vizio's Rule 33(d) response is
2 inadequate because the documents Vizio cites do not contain all of the required
3 information. Therefore, it is Vizio's burden to establish that the user manuals
4 provided for 94 of the 157 accused products reveal a complete answer to the
5 interrogatory. See Docket No. 86 at 7 (citing 7 *Moore's Federal Practice*
6 33.105[1], at 33-83 (3d ed. 2009)).

7 **3. Vizio and Its Engineers Are In A Far Better Position to**
8 **Identify The Features of the Accused Products.**

9 Vizio contends that "Vizio does not track the features listed in that
10 Interrogatory [No. 11] in the ordinary course of its business." (Kennedy Decl. Ex.
11 10 at 1.) This argument should be rejected for two reasons. First, Vizio's
12 assertion that it lacks the required information is contradicted by its Vizio's own
13 statements, which show that Vizio has a very deep knowledge of how its televisions
14 operate. In a May 20, 2009 letter to Sony, Vizio stated that one of its televisions
15 allegedly does not infringe the '182 patent because the television "analyzes the
16 entire frame to generate a histogram distribution that accumulates luminance data
17 into 32 bins." (Kennedy Decl. Ex. 12 at 2.) Given Vizio's knowledge of the
18 internal operation of the chips used in the accused products, which are manufactured
19 by other companies, including Vizio's affiliate AmTRAN Technology Co., Ltd. it is
20 difficult to believe that Vizio does not have information regarding the simple
21 features listed in Interrogatory No. 11.

22 Even assuming for the sake of argument that Vizio does not "track" the
23 features listed in Interrogatory No. 11, that would not relieve Vizio of the burden of
24 answering the interrogatory. Because the interrogatory is directed at Vizio's own
25 products, Vizio and its engineers are uniquely situated to obtain the requested
26 information. See *Laserdynamics, Inc. v. Asus Computer Int'l*, No. 2:06-CV-348,
27 2009 WL 153161, at *2 (E.D. Tex. Jan. 21, 2009) ("It is implausible for the
28 defendants to contend that the plaintiff stands on equal footing when it comes to

determining how the defendants' own products operate.”). Vizio’s argument that “[t]he burden of doing so is the same for Vizio as it is for Sony” (Kennedy Decl. Ex. 10 at 1) is nonsensical. Vizio and its engineers are in a far better position to provide information regarding its own products than Sony’s lawyers. *See* Docket No. 86 at 7 (“[The producing party] must justify the shifting of the perusal burden from the responding party to the requesting party. In this regard, the burden of deriving the answer must be substantially the same for the party serving the interrogatory as for the party served.” (quoting 7 *Moore’s Federal Practice* 33.105[1], at 33-83 (3d ed. 2009))).

4. The Features of Interrogatory No. 11 Are Not Vague and Ambiguous.

As a last-ditch effort to avoid having to answer Interrogatory No. 11, Vizio argues that some of the features and capabilities identified in the interrogatory are vague and ambiguous.¹⁰ Vizio is wrong. The language of Interrogatory No. 11 is clear and precise. Indeed, this Court did not find the cited features to be vague or ambiguous when it upheld this interrogatory in the Westinghouse case. (2/11/2009 Order, Case No. 2:08-cv-03934-RGK-FMO (Docket No. 57).) Even if Vizio could show that some of the language were ambiguous, Vizio is required to respond to the interrogatory to the fullest extent possible. *See Brown*, 2006 WL 1408444, *1-2 (“If necessary, the responding party may provide definitions in order to clarify their answers. However, objections to interrogatories as vague and ambiguous, with no response, will rarely be upheld.”); *see also Pulsecard*, 168 F.R.D. at 310 (“Respondents should exercise reason and common sense to attribute ordinary

¹⁰ Vizio itself has not taken this objection seriously. During the parties’ May 11, 2009 Rule 37 conference of counsel—the first conference regarding Interrogatory No. 11—Vizio did not even mention its objection based on vagueness or ambiguity. (Kennedy Decl. Ex. 5 at 29:8-36:1.) Rather, Vizio agreed to produce documents responsive to the interrogatory, which shows that Vizio found the interrogatory to be comprehensible enough to respond. (Kennedy Decl. Ex 5 at 32:3-4, 35:7, 35:15-18.)

1 definitions to terms and phrases utilized in interrogatories. To clarify their answers,
2 respondents may include any necessary, reasonable definition of such terms or
3 phrases.”)

4 (a) **“menu displays capable of displaying in more than one**
5 **color or more than one brightness”**

6 Vizio argues that Sony’s description of this feature is vague and ambiguous
7 because the language “read literally encompasses any menu that is capable of being
8 displayed in more than one color or brightness at different times (*i.e.*, an entire menu
9 can be displayed in one color at one point in time and another color at another point
10 in time), as well as menus where items change color from the other items when
11 selected.” (Kennedy Decl. Ex. 10 at 2.)

12 But even if that were true, it would not render Interrogatory No. 11
13 unintelligible or excuse Vizio from answering. *See Brown*, 2006 WL 1408444 at
14 *1-2; *see also Pulsecard*, 168 F.R.D. at 310. Vizio should simply have qualified its
15 answer with appropriate language to identify the products that meet each of these
16 two instances, and could have provided a narrative response explaining why it had
17 done so. Instead, Vizio chose to provide Sony with *no* responsive information.

18 (b) **“menu displays capable of displaying in more than one**
19 **level of transparency”**

20 Vizio argues that Sony’s description of this feature is vague and ambiguous
21 because the language “read literally encompasses any menu where the level of
22 transparency of an entire menu is capable of being changed over time (*i.e.*, an entire
23 menu can be displayed in one level of transparency at one point in time and another
24 level of transparency at another point in time).” (Kennedy Decl. Ex. 10 at 2.)

25 But even if that were true, it would not permit Vizio to refuse to answer
26 Interrogatory No. 11. Vizio should should simply respond to the interrogatory to
27 the fullest extent possible using appropriate language to clarify how its products
28 work with respect to this feature. *See Brown*, 2006 WL 1408444 at *1-2; *see also*
Pulsecard, 168 F.R.D. at 310.

1 (c) **“menu displays capable of displaying a submenu or**
2 **subordinate menu”**

3 Vizio argues that Sony’s description of this feature is vague and ambiguous
4 because the language “read literally encompasses any display device capable of
5 displaying a ‘submenu’ and/or ‘subordinate menu,’ regardless of whether any other
6 menus are being displayed.” (Kennedy Decl. Ex. 10 at 2.) This objection
7 completely misses the mark. The language of the interrogatory has nothing to do
8 with what other menus might be displayed. Under the clear language of the
9 interrogatory, any television capable of displaying a submenu (otherwise known as a
10 subordinate menu), must be identified, regardless of what other menus are
11 displayed.

12 Vizio further argues that “the terms ‘submenu’ and ‘subordinate menu’ are
13 unclear as they are not defined terms.” Vizio, however, knows full well what these
14 terms mean, given Sony’s assertion of the ‘373 patent, which discusses subordinate
15 menus/submenus at length. (Kennedy Decl. Ex. 13 at Figs. 3-15, 2:18-4:25.) In
16 fact, Vizio’s own invalidity contentions regarding the ‘373 patent state that certain
17 prior art patents disclose a “subordinate menu.” (Kennedy Decl. Ex. 14 at 9, 13,
18 14, 16, and 20) Vizio should not be allowed to make specific allegations regarding
19 a “subordinate menu” in its invalidity contentions, and then pretend that it does not
20 know what the term means for the purposes of Sony’s interrogatory.

21 (d) **“the capability to superimpose captions on another**
22 **image or on a background”; and “the capability to**
23 **superimpose subtitles on another image or on a**
24 **background.”**

25 Vizio argues that “it is unclear what is meant by the terms ‘captions’ and
26 ‘subtitles’ and how those two terms differ.” (Kennedy Decl. Ex. 10 at 2.) Once
27 again, Vizio’s own invalidity contentions show that Vizio knows exactly what these
28 simple terms mean. Vizio’s invalidity contentions for Sony’s ‘577 patent state that
various prior art references disclose a “caption.” (Kennedy Decl. Ex. 15 at 1-5.)

1 And Vizio's invalidity contentions for Sony's '542 patent allege that various prior
2 art references "disclose[] a video subtitle decoder." (Kennedy Decl. Ex. 16 at 1, 6.)

3 (e) **"the capability to securely transfer video data between**
4 **devices connected to a common bus"**

5 Vizio argues that "the term 'securely transfer' is unclear." Sony disagrees.
6 "Securely transfer" encompasses any communication of data protected by some kind
7 of security. If Vizio truly believes that this simple term could have different
8 meanings, Vizio should be required to provide each definition and a corresponding
9 list of products. Vizio should not be permitted to say absolutely nothing in
10 response. *See Brown*, 2006 WL 1408444 at *1-2; *see also Pulsecard*, 168 F.R.D. at
11 310.

12 (f) **"Dynamic Contrast"**

13 In the "Definitions and Instructions" section of its interrogatories, Sony
14 defined "Dynamic Contrast" to mean "automatically adjusting the contrast based on
15 the picture brightness or luminance and/or dynamically enhancing the black and
16 white levels." (Kennedy Decl. Ex. 1 at 33.) Vizio cryptically argues that this
17 definition "is silent as to what picture brightness or luminance it is referring to."
18 (Kennedy Decl. Ex. 10 at 2.)

19 Vizio's objection implies that its televisions have more than one kind of
20 picture brightness or luminance. But Vizio has not even attempted to explain what
21 kinds of picture brightness or luminance its televisions have. If Vizio believes the
22 interrogatory refers to more than one kind of picture brightness or luminance, Vizio
23 should identify each kind and then identify which of its televisions correspond to
24 each kind.¹¹

26 ¹¹ Vizio has not argued that the remaining features recited in Interrogatory No. 11 are vague
27 or ambiguous. Those features include (i) "a Digital Visual Interface ('DVI') or a High Definition
28 Multimedia Interface ('HDMI')"; (ii) "High-bandwidth Digital Content Protection ('HDCP')"
(footnote continued)

1 In view of the foregoing, Sony respectfully requests that the Court grant
2 Sony's motion to compel Vizio to provide a complete response to Sony's
3 Interrogatory No. 11. In particular, Sony requests that the Court order Vizio to
4 clearly identify which of the specified features are incorporated in each Vizio
5 television, rather than relying on documents.

6 **B. Vizio's Position Regarding Interrogatory No. 11**

7 **1. Sony's Motion to Compel Vizio to Supplement its Response**
8 **to Interrogatory No. 11 Should be Denied as Moot**

9 Sony contends that "the Court order Vizio to respond to each interrogatory
10 [interrogatory nos. 11 and 14] using a list or table format that addresses each Vizio
11 television separately, rather than relying on Rule 33(d)." (Jt. Stip. at § IV.A.) The
12 Court need not do that because Vizio has already agreed, even though it believes its
13 earlier answer is sufficient, to provide a supplemental response to Sony's
14 Interrogatory No. 11 by September 15, 2009, likely before this motion is resolved.
15 Vizio's supplemental response will include a chart indicating which of the eleven
16 (11) features are present in Vizio's accused products, to the best of Vizio's ability to
17 do so, and, based on Vizio's understanding of the features set forth in Interrogatory
18 No. 11. As Vizio has repeatedly advised Sony, it does not track the features that
19 are the subject of Interrogatory No. 11. Vizio will have to conduct a reasonable
20 investigation and review of its documents and televisions to obtain this information,
21 and will provide a supplemental answer in chart form with all information within its
22 possession, custody and/or control by September 15, 2009.¹² For this reason alone,
23 Sony's motion should be denied as moot.

24
25 functionality"; and (iii) "the capability of selecting a major and minor channel number." (See
Kennedy Decl. Ex. 10 at 2.)

26 ¹² Many of the accused televisions are no longer sold by Vizio, and the information available
27 to Vizio regarding those televisions is limited. Since Vizio does not track the features that are
28 called out in Sony's Interrogatory No. 11 in the ordinary course, it may not be able to determine
whether each of those features is present for each and every one of the more than 150 accused

(footnote continued)

1 Vizio sent Sony a letter on August 21, 2009, advising that it would provide
2 the requested supplementation of its response to Interrogatory No. 11 by September
3 15, 2009. (Exh. A.) Sony rejected this offer, and instead proposed that Vizio enter
4 a wholly unreasonable, onerous stipulation that would require Vizio to do far more
5 than is required by the Local and Federal Rules and far exceeds the relief requested
6 in Sony's motion to compel.

7 For example, with respect to Sony Interrogatory No. 11, Sony's proposed
8 stipulation provides that "Vizio shall provide to Sony supplemental responses to
9 Sony's Interrogatory No. 11 that contain substantive, narrative information
10 (including narrative information in chart format for each accused product)
11 responsive to this Interrogatory by August 28, 2009." (Exh. B.) As an initial
12 matter, Sony's motion does not even request this relief. Rather, it requests that
13 Vizio "promptly supplement" its response to Sony interrogatory No. 11. Vizio has
14 agreed to do just that, committing to provide its supplementation by September 15,
15 2009. That was not good enough for Sony, who now takes the untenable position
16 that it will maintain this motion unless Vizio agrees to do more than would be
17 required if Sony's motion is granted.

18 Finally, Sony's proposed stipulation regarding Vizio's supplementation of its
19 response to Interrogatory No. 11 is unreasonable in that it would require Vizio to
20 respond to Sony's demands within one week of serving its joint stipulation, when
21 Sony waited for more than two months to pursue this motion to compel. Sony first
22 raised this issue in a June 12, 2009 letter. (Exh. C.) Vizio responded to this letter
23 explaining the basis for its reliance on Rule 33(d) on June 19, 2009. (Exh. D.)
24 The parties then held a meet and confer on June 23, 2009 to discuss this topic.

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27 televisions, particularly those that are no longer sold by Vizio. To the extent Vizio can obtain the
28 information, whether from its own documents, or those documents provided to it by AmTRAN,
Vizio will provide it in a supplemental response.

1 Now, more than two months later, Sony is insisting on a response from Vizio by
2 August 28, 2009 instead of September 15, 2009. Such a demand far exceeds those
3 required by the Local and Federal Rules and go well beyond the relief requested by
4 Sony's motion.

5 While Vizio is willing to provide the requested supplementation in order to
6 avoid burdening the Court with this motion, Vizio continues to believe that its
7 reliance on Rule 33(d) is appropriate. As Vizio has consistently explained to Sony
8 during discussions about this interrogatory, the burden of determining the presence
9 of the product features identified in Sony's Interrogatory No. 11 is actually less for
10 Sony, given the fact that Vizio does not track these features in the ordinary course of
11 its business and the vague and ambiguous nature of the product features that are the
12 subject of Interrogatory No 11.¹³ Rather than try and guess what Sony means by
13 these terms, Vizio agreed to make its products available for inspection and identify
14 the documents it would need to consult to obtain this information so that Sony could
15 determine for itself whether Vizio's products have the features of interest to Sony.
16 The burden of doing so is actually less for Sony because Sony knows exactly what it
17 is looking for, while Vizio does not. Vizio consistently informed Sony that Sony
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20 ¹³ Indeed, during the June 22, 2009 meet and confer to discuss Interrogatory No. 11, Sony's
21 counsel admitted that the definition of the identified features was beyond his abilities to explain,
22 shortly after he asserted that the determination of the definition of these features is a simple
23 straightforward process.

24 Mr. Pease [Sony's Lawyer]: It ought to be a simple matter for Vizio engineers to figure out
25 which Vizio products allow closed caption information to be transmitted.

26 Mr. McCrum [Vizio's Lawyer]: It requires a lot more work than that . . . you know, what you
27 guys mean by menu displays capable of displaying in more than one color and more than one
28 brightness, does that mean you can have a menu displayed in more than one color, you can have it
29 red at one period in time and then you can change the color to blue a day later, is that what that
30 means?

31 Mr. Pease: We think it's clear on its face what it means.

32 Mr. McCrum: Well, it's not clear to me, Tom. Tell me if it means that.

33 Mr. Pease: Well, I don't know whether it means that or not.

34 Mr. McCrum: Well, you can't give me -- you can't even answer me that question.

35 (footnote continued)

1 has always been in a better position to determine the presence of a Sony-defined
2 feature in a Vizio product. (*Id.*) Accordingly, Vizio's response under Rule 33(d)
3 was appropriate. (*Id.*)¹⁴

4 Nevertheless, in reply to Sony's threatened motion – served two months after
5 the parties met and conferred on these issues – Vizio decided that it would provide a
6 supplemental response, based on Vizio's understanding of the features identified in
7 Interrogatory No. 11 in an effort to avoid burdening the Court with this Motion.
8 Accordingly, Sony's motion with respect to Interrogatory No. 11 should be denied
9 as moot.

10 **III. DISPUTED INTERROGATORY NO. 14**

11 On March 23, 2009, Sony served its First Set of Interrogatories, which
12 included Interrogatory No. 14. Vizio served objections and responses to Sony's
13 First Set of Interrogatories on April 22, 2009. Vizio served its First Supplemental
14 Responses to Sony's First Set of Interrogatories on June 5, 2009.

15 Sony's Interrogatory No. 14, along with Vizio's original and supplemental
16 responses, are set forth as follows.

17 18 **SONY'S INTERROGATORY NO. 14:**

19 Separately for each Vizio Product, identify all digital television standards
20 (e.g., standards relating to Closed Captioning such as EIA-708-B, CEA-708-B, and
21 CEA-708-C, or standards relating to HDCP, such as "High-Bandwidth Digital
22 Content Protection System," revision 1.3, issued by the Digital Content Protection
23 LLC) with which that product complies or has complied (including the relevant time
24

25
26 Exh. E at 16-22.

27 ¹⁴ Vizio always maintained that it would make all the materials Vizio would have to look
28 through to attempt to try and answer this interrogatory available to Sony. Sony rejected this offer,
(footnote continued)

1 periods) and describe the manner in which each such standard is or has been
2 implemented.

3
4 **VIZIO'S ORIGINAL RESPONSE TO INTERROGATORY NO. 14:**

5 In addition to and without limiting the foregoing General Objections, Vizio
6 objects to this Interrogatory as overly broad and unduly burdensome. This
7 Interrogatory improperly seeks "standards" relating to every product that Vizio has
8 ever manufactured and sold in the United States regardless of whether Sony has ever
9 made any allegation of infringement of those products or has a reasonable basis for
10 doing so. Vizio further objects to this Interrogatory as vague and ambiguous in that
11 the terms "standard" and "the manner" are unclear. Vizio's response may be
12 limited by the "standards" identified in this Interrogatory. Vizio further objects to
13 this Interrogatory as premature in that Sony has not yet identified any accused
14 products or the specific claims that Sony is asserting against each accused product.
15 Vizio further objects to this Interrogatory on the ground that it is compound and
16 counts as multiple interrogatories rather than simply one interrogatory. Vizio
17 further objects to this Interrogatory to the extent it seeks information that is solely
18 within the possession of third parties that are not under the control of Vizio.

19 Subject to and without waiving the foregoing General and Specific
20 Objections, Vizio responds as follows:

21 See Attachment A. In addition, pursuant to Fed. R. Civ. P 33(d), information
22 responsive to this Interrogatory may be derived or ascertained from the documents
23 that will be produced by Vizio in response to Sony's first set of document requests.

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27 interrogatory. This comment ignored Sony's own refusal to take the deposition of Vizio's
28 engineer on the dates he was made available for deposition. (Exh. E at 25 and Exh. F.)

1 **VIZIO'S SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 14:**

2 In addition to and without limiting the foregoing General Objections, Vizio
3 objects to this Interrogatory as overly broad and unduly burdensome. This
4 Interrogatory improperly seeks "standards" relating to every product that Vizio has
5 ever manufactured and sold in the United States regardless of whether Sony has ever
6 made any allegation of infringement of those products or has a reasonable basis for
7 doing so. Vizio further objects to this Interrogatory as vague and ambiguous in that
8 the terms "standard" and "the manner" are unclear. Vizio's response may be
9 limited by the "standards" identified in this Interrogatory. Vizio further objects to
10 this Interrogatory as premature in that Sony has not yet identified any accused
11 products or the specific claims that Sony is asserting against each accused product.
12 Vizio further objects to this Interrogatory on the ground that it is compound and
13 counts as multiple interrogatories rather than simply one interrogatory. Vizio
14 further objects to this Interrogatory to the extent it seeks information that is solely
15 within the possession of third parties that are not under the control of Vizio.

16 Subject to and without waiving the foregoing General and Specific
17 Objections, Vizio responds as follows: See revised Attachment A, which identifies
18 documents with responsive information. By way of further response, as shown in
19 these documents, Vizio's televisions sold or offered for sale in the United States are
20 described and/or shown in the product literature as being operable to receive and
21 display televisions signals to be encoded according to the following signal
22 standards: NTSC and/or ATSC. Certain of Vizio's televisions also include,
23 among other things, DVI or HDMI interfaces, as well as circuitry capable of
24 receiving QAM, DTVCC, and/or HDCP signals.

25 **A. Sony's Position Regarding Interrogatory No. 14**

26 Vizio has no excuse for not providing a proper response to Sony's
27 Interrogatory No. 14. The interrogatory merely requests Vizio to identify all digital
28 television standards with which each of its televisions comply. This information is

1 relevant because compliance with digital television standards bears on the issues of
2 Vizio's infringement of Sony's patents. *See* Fed. R. Civ. P. 26(b)(1) ("Parties may
3 obtain discovery regarding any nonprivileged matter that is relevant to any party's
4 claim or defense."). To assist Vizio, the interrogatory even identifies four standards
5 that are particularly relevant here—EIA-708-B, CEA-708-B, CEA-708-C, and
6 HDCP rev. 1.3.

7 **1. Vizio's Rule 33(d) Response Based on Attachment A and the**
8 **Documents Cited Therein Does Not Provide The Information**
9 **Required by Interrogatory No. 14**

10 Once again, Vizio's response refers only to Attachment A and the manuals
11 cited therein. Neither Attachment A nor the manuals, however, contain the
12 information requested by Sony. Indeed, *none* of the manuals even mention the
13 closed captioning standards specifically identified in Interrogatory No. 14—EIA-
14 708-B, CEA-708-B, and CEA-708-C.

15 Although some of Vizio's televisions have user manuals that confirm the
16 television's compliance with HDCP rev. 1.3, most of the user manuals identified in
17 Vizio's Attachment A do not even mention that standard. (Kennedy Decl. ¶ 2.)
18 Thus, unlike Vizio, Sony has no way of telling whether these products comply with
19 HDCP rev. 1.3. For example, the manual for Vizio's VW26L HDTV10F television
20 states that "HDCP encrypts the transmission between the video source and the
21 digital display." (Kennedy Decl. Ex. 17 at 16.) However, this manual does not
22 mention the HDCP rev. 1.3 standard. (*Id.*) Therefore, it is impossible to tell from
23 Vizio's response whether the VW26L HDTV10F television complies with HDCP
24 rev. 1.3. Obviously, Vizio's response does not provide the requested information
25 "for *each* Vizio Product," as required by Interrogatory No. 14.

26 Vizio's response is also deficient because it does not provide *any* information
27 regarding "the relevant time periods" during which the product complied with each
28 standard, as specifically required by the interrogatory. Nor does Vizio's response
"describe the manner in which each such standard is or has been implemented," as

1 further specifically required by the interrogatory. Given Sony's prima facie
2 showing that Vizio's attempt to cite documents in response to Sony's interrogatory
3 is inadequate, Vizio bears the burden of showing that a "review of the documents
4 will actually reveal answers to the interrogatories." Docket No. 86 at 7 (quoting 7
5 *Moore's Federal Practice* 33.105[1], at 33-83 (3d ed. 2009)).

6 **2. Vizio Has Responsive Information or Can Readily Obtain**
7 **Responsive Information**

8 Vizio asserts that "[w]ith regard to the specific versions of these standards
9 and whether Vizio's products comply with any, some or all of the multitude of
10 specific portions of these various versions of the standards, that information is not
11 within the knowledge of Vizio." (Kennedy Decl. Ex. 10 at 3.) Vizio's assertion
12 that it does not know what standards its televisions comply with is hard to fathom,
13 particularly since compliance with the EIA-708-B closed captioning standard is
14 required by law. Pursuant to 47 C.F.R. § 15.122(b), "[d]igital television receivers
15 and tuners must be capable of decoding closed captioning information that is
16 delivered pursuant to EIA-708-B: 'Digital Television (DTV) Closed Captioning.'" It is
17 inconceivable that Vizio does not know whether its televisions comply with this
18 regulation.

19 Vizio has taken the position that the information responsive to Interrogatory
20 No. 14 resides with the manufacturers of the microprocessors in its televisions.
21 Vizio believes that Sony should have to subpoena those third party manufacturers in
22 order to get a response to this interrogatory. (Kennedy Decl. Ex. 20 at 11:18-20
23 ("So you're barking up the wrong tree. You need to go to Media Tech.").)
24 However, as discussed at length in Sony's Motion to Compel a Further Response to
25 Sony's Request for Production Nos. 17-23, 24, and 68, filed herewith, these
26 documents also reside with Vizio's overseas parent, AmTRAN, which manufactures
27 Vizio's televisions. Vizio has improperly refused to produce these documents,
28 which contain not only information regarding the microprocessors, but also

1 information regarding the televisions' compliance with digital television standards.
2 For example, Vizio has produced a document showing that AmTRAN has
3 certificates of compliance for HDMI—a technology that enables HDCP. (Kennedy
4 Decl. Ex. 18.) For the reasons stated in Sony's co-pending motion to compel, Vizio
5 has access to those kinds of documents, and should be required to provide Sony with
6 all responsive information contained in those documents. *See Hitachi, Ltd. v.*
7 *AmTRAN Technology Co. Ltd.*, No. C-05-2301-CRB, 2006 WL 2038248, at *3
8 (N.D. Cal. July 18, 2006) (ordering plaintiff to respond to interrogatory using
9 information in third party's possession because plaintiff "has the ability to request
10 the information sought.")

11
12 **B. Vizio's Position Regarding Interrogatory No. 14**

13 **1. Sony's Motion to Compel Vizio to Supplement its Response**
14 **to Interrogatory No. 14 Should be Denied as Moot**

15 Sony's motion asks that "the Court order Vizio to [promptly] respond to each
16 interrogatory [interrogatory nos. 11 and 14] using a list or table format that
17 addresses each Vizio television separately, rather than relying on Rule 33(d)." (Jt.
18 Stip. at § IV.A.) The Court need not do that because Vizio has already agreed to
19 provide a supplemental response to Sony's Interrogatory No. 14. Interrogatory No.
20 14 seeks the identify of the standards that Vizio's televisions comply with, and how
21 the televisions comply with any such standards. As Vizio has advised Sony, Vizio
22 relies upon its suppliers to provide products that comply with television standards,
23 and Vizio will respond to this interrogatory to the extent Vizio is able to obtain the
24 information needed to do so from its main supplier, AmTRAN. Vizio has agreed to
25 seek information responsive to Interrogatory No. 14 from AmTRAN and further
26 search its own records for responsive information, and will provide a supplemental
27 response with any information it has been able to obtain by September 15, 2009.
28

1 Vizio sent Sony a letter on August 21, 2009, advising Sony that it would
2 provide the requested supplementation, after it has obtained any responsive
3 information from AmTRAN. (Exh. A.) Sony rejected that offer, and instead
4 proposed that Vizio enter a wholly unreasonable, onerous stipulation that would
5 require Vizio to do far more than is required by the Local and Federal Rules and far
6 exceeds the relief requested in Sony's motion to compel.

7 Similar to the discussion above regarding Interrogatory No. 11, Sony's
8 proposed stipulation provides that "Vizio shall provide to Sony supplemental
9 responses to Sony's Interrogatory No. 14 that contain substantive, narrative
10 information (including narrative information in chart format for each accused
11 product) responsive to this Interrogatory by August 28, 2009." (Exh. B.) Sony
12 does not even seek such relief in this motion. Instead, Sony has requested that
13 Vizio "promptly supplement" its response to Sony interrogatory No. 14. Vizio has
14 agreed to do just that, committing to taking steps to try to obtain this information
15 from AmTRAN and further search its own records, and provide a supplemental
16 response with any information it is able to obtain by September 15, 2009.

17 In view of the foregoing, Sony's motion with respect to Interrogatory No. 14
18 should be denied as moot.

19
20 **IV. CONCLUSION**

21 **A. Sony's Conclusion**

22 For the foregoing reasons, Sony respectfully requests that the Court compel
23 Vizio to promptly supplement its answer to Sony's Interrogatory Nos. 11 and 14.
24 In particular, Sony requests that the Court order Vizio to respond to each
25 interrogatory using a list or table format that addresses each Vizio television
26 separately, rather than relying on Rule 33(d).

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Respectfully submitted,

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